

IN THE TENNESSEE PUBLIC UTILITY COMMISSION  
AT NASHVILLE, TENNESSEE

IN RE: )  
)  
COMPLAINTS AND PETITIONS OF ) DOCKET NO. 22-00105  
RONALD C. McCABE vs. TENNESSEE )  
WASTEWATER SYSTEMS, INC. )

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DIRECT TESTIMONY OF RONALD C. McCABE (1)

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**Q1. What is your name, mailing address and connection with these proceedings?**

A.(1) My name is Ronald C. McCabe with a mailing address of 5501 Bellview Ave., New Port Richey, FL 34652 . I represent myself pro se as the Petitioner in the above referenced Complaints and Petitions of Ronald C. McCabe vs. Tennessee Wastewater Systems, Inc.(hereinafter incorporated in its entirety into this Direct Testimony including the defined capitalized terms contained therein).

**Q2. What is the purpose of your Direct Testimony?**

A. The purpose of my Direct Testimony is to support the Complaints and Petitions filing.

**Q3. What is your educational, business and any other pertinent background information?**

A.(1) I am a graduate of the University of Florida with a B.A. degree in accounting and have been a licensed Certified Public Accountant since the early 1970's. I retired to pursue other business interests after over twenty(20) years of employment as the senior executive officer and Board of Directors member of the wholly-owned mortgage banking subsidiary of a national public SEC reporting developer/builder of residential communities that built homes and had mortgage origination branches throughout the continental United States. Some of my pertinent responsibilities for the mortgage company included overall corporate profitability, loan investor/ bank/ bond underwriter relations, loan quality control and meeting federal and various state regulatory reporting and compliance requirements for the mortgage company along with its seven(7) subsidiary corporations that issued over a \$1 Billion in public and private mortgage-backed bond debt (four (4) of which were SEC reporting corporations). I am a military veteran who served with Airborne forces as a paratrooper in the Viet Nam war. As a result of combat wounds received in such conflict, I am rated 100% total and permanent disabled by the Veterans Administration.

**Q4. Why and for what purpose did you purchase your property at Starr Crest?**

A.(1) I always liked the warm friendliness of the people of Tennessee and especially the scenery and summertime climate of mountainous eastern Tennessee. My plan in purchasing the property at Starr Crest in mid 2010 with the deed recorded January, 2011 was to initially rent it to outside guests to cover the ongoing costs of it and someday moving to Tennessee to live in it.

(1) Number(s) in parenthesis after A. denote related paragraph number(s) in Complaints and Petitions.

**Q5. When and under what circumstances was your initial contact encounter with TWS?**

A.(5) Sometime after recording the deed to the property in 2011, I called TWS to sign up for sewer service and was mailed a customer package. This package contained, among other things, a “Sewer Service Agreement” having a different title than the “Sewer Subscription Contract” referenced in the Complaints and Petitions filing but contained substantially the same ambiguous and overly-board easement terms (*as testified to in my answer to Question #9 below*) and Forever Use requirement (*as testified to in my answer to Question #10 below*) as was in the Contract. I immediately informed the TWS representative of my issues with the Sewer Service Agreement. She told me to make the necessary changes to it in order for me to sign and agree to it and e-mail a signed changed agreement to TWS. I did as she instructed and e-mailed an edited signed Sewer Service Agreement, dated August 1, 2011 (*copy attached to this Direct Testimony as EXHIBIT “A”*) to TWS on that date. This was my first of two attempts, going back to 2011, to comply with TWS requirement to sign different versions of their contract for sewer service. Within a few days, the TWS representative called and told me the edited agreement was not accepted by TWS. She further informed me if a signed Sewer Service Agreement without any changes is not provided to TWS, then sewer service would be discontinued to my property. Since I have heard this threat to discontinue sewer service many times throughout my dealings with TWS over the years, it must be part of their prepared script to hold that sort of gun to questioning customers’ heads in order to silence and force them to agree to TWS’S unjust demands.

**Q.6 Why have you not rented your property in Starr Crest since purchasing it as you stated in the Complaints and Petitions?**

A.(1&5) I did not rent my property to overnight guest due to the constant uncertainty and fear of TWS following through on their threat to discontinue sewer service thereby making the cabin inhabitable. This would have resulted in interruption of guests’ vacations and default on outstanding booked lease obligations. I did not want the associated potential legal liability from any TWS caused default on my committed lease obligations to booked guests. TWS’s unreasonable and unjust actions/requirements have caused me significant harm and financial damage and violates Tenn. Code Ann. 65-4-115.

**Q.7 Why and what evidence supports your argument in Issue #1 of the Complaints and Petitions that the Sewer Subscription Contract of TWS is not an official legal document filed in the TWS Tariff and thereby is not enforceable and does not bind you and other Ratepayers to its terms and conditions?**

A.(6,7,8&9) The TWS Sewer Subscription Contract is not a legal and binding contract upon the Ratepayers since it is not properly filed and included in their tariff filed under the TPUC Rules. TPUC Rules 1220-04-01-.03(2) makes it clear rules and regulations of the utility that in any manner affects the rates charged or that define the extent or character of the services to be given shall be included with each tariff. While Paragraph (2) of TPUC Rules 1220-01-01-.03 entitled “General Filing Requirements” requires all documents filed in a formal proceeding shall contain a caption stating the style of the proceeding, the docket number unless no docket number has been assigned at the time of the filing, and the date and title of the document being filed. Except for the titling requirement of this latter rule, none of the two (2) pages representing the version of the Sewer Subscription Contract most recently provided to me contained in the Trailing Pages behind the Official Tariff comply with this General Filing Procedures rule (*copy of such contract from Docket No. 20-00009 attached to this Direct Testimony as EXHIBIT “I”*). In addition, TWS did not identify or list the Sewer Subscription Contract in the CHECK LIST or TABLE OF CONTENTS of the Official Tariff. Therefore, by

definition, TWS failed to comply with the TPUC General Filing Requirements causing the Sewer Subscription Contract to not be a part of the Official Tariff thereby making it unenforceable upon the Ratepayers. It should be noted that TWS has more than one version of and file for their contract for sewer service with each contract having somewhat similar, but not exact, the same terms and conditions when you compare the attached EXHIBIT “A” to the attached EXHIBIT “I”.

Also, although TWS states in its Answer to paragraph 14 to the Complaints and Petitions that **“The easement language has been in the respondent’s Sewer Subscription Contract for over 15 years and was approved by the Commission.”**, it appears TWS first included the form of the Sewer Subscription Contract during 2020 in Docket No. 20-00009 tariff filing and such contract is not included in other previous tariff filings of TWS on the TPUC website reviewed by me. Based on TWS’s admitted 15 year timeline for use of the easement language in their Sewer Subscription Contract, this results in TWS requiring customers to agree to such contract and its various terms and conditions from about 2007 until 2020, or approximately 13 years, without such contract provisions being officially or otherwise filed with the TPUC.

**Q.8 Why and what evidence supports your argument in Issue #2(a) of the Complaints and Petitions that the easement described and alleged to exist by TWS in Paragraph #6 of the Sewer Subscription Contract is not so denoted and described on the recorded plat for Starr Crest?**

A.(10,11,12,13,14) I have attached to this Direct Testimony as EXHIBIT “I(a)” a copy of the Final Plat for Starr Crest recorded on Page 5 in Large Map Book 5 of the public land records of Sevier County, TN on September 17, 2003. This copy of the Final Plat clearly shows in the upper right corner under “NOTE” that the only easement on this plat is denoted as a “5’ UTILITY & DRAINAGE EASEMENTS- SIDE & REAR LOT LINES. Accordingly, no where on this plat is there a utility easement as described in the Contract and required to be acknowledged by Ratepayers under threat of sewer service termination and/or payment of higher sewer rates as is testified to in my answer to Question 15 below. Also denoted on this Final Plat is the “Sewer Disposal Certification” executed by On-Site Systems, Inc., the predecessor in name change only, to TWS. Therefore, TWS knew the fictitious easement described in the Contract did not exist. Egregiously, TWS knowingly lulled unsuspecting Ratepayers at Starr Crest (and most likely Ratepayers at other subdivisions) into acknowledging and agreeing to an overly-broad, intrusive and nonexistent easement that TWS purported to already exist and be recorded in the public records. These actions of TWS are unfair business practices that should not be allowed to be perpetuated on the unsuspecting public.

**Q.9 Why and what evidence supports your argument in Issue #2(b) of the Complaints and Petitions that the easement terms and scope in Paragraph #6 of the Sewer Subscription Contract of TWS are overly-board and far reaching.?**

A.(12&15) My best evidence the easement terms and conditions in Paragraph #6 of the Contract are overly-board and far reaching is to just read them in the Contract attached hereto as EXHIBIT “I”. TWS now admits in their Answer to paragraph # 15 of the Complaints and Petitions that TWS “... requires unfettered access to its customers’ property and the sewer system components...”. Furthermore, the easement terms and conditions in the Contract have been expanded and do not reflect the one sentence easement provisions TWS disclosed to the TPUC in Section 2, Original Page 2 of the Official

Tariff. Finally, in response to my serious concern the easement gives TWS the right to come onto my property at anytime day or night, TWS responded in its Answer to paragraph #15 of the Complaints and Petitions that TWS has “...defined services hours of 7:30am to 4:30pm as specified in its tariff and rules.” I can find no such service hours disclosure in the Official Tariff. However, TWS states on their Billing Statement the TWS office hours are 7:30AM-4:30PM. This confuse of TWS as to service hours versus business hours shows their lack of attention to detail as to the meaning and others’ interpretation of words used and disclosed by them.

Although TPUC has no easement requirements for wastewater utilities, TWS states in their Answer to paragraph # 12 of the Complaints and Petitions that the rules of the Tennessee Department of Environment and Conservation requires TWS to obtain a broader easement from the customer as contained in the Sewer Subscription Contract. Upon my e-mail inquiry to TWS of the specific TDEC rule being referred in this Answer, TWS responded with TDEC rule 0400-40-06-.05(h). Based on the Petitioner’s review of this and related TDEC rules including all of their administrative histories on the TDEC website, this specific TDEC rule cited by TWS is a new rule effective May 15, 2022 and there are no other, past or present, TDEC easement requirements other than this new mid 2022 rule. Remember, my dispute with TWS about their Contract and its easement requirements started in 2011 and arose again in early 2022 before this new TDEC rule became effective. In addition, TWS admits in their Answer that their easement language in the Contract has been in the Contract for over 15 years which is long before the effective date of this TDEC rule. Furthermore, it does not appear that this TDEC rule applies to my dispute with the TWS easement requirement in the Contract. For example, this TDEC rule states the easement required by this rule is to be a recorded perpetual easement in a form approved by the Commissioner and such presentation and approval must be prior to commencement of operation. This TDEC rule clearly requires the easement obligations including access to the sewer system to be in place and of record before sewer service begins and not created after the fact. However, the easements required by TWS in the Contract are obtained by TWS on an ongoing basis as property ownership changes and, to the best of my knowledge, are not recorded at anytime. Therefore, it appears, this TDEC rule requirement for easement access to the Petitioner’s sewer system is not satisfied and does not apply to the easements created by the Contract. TWS knew or should have known this TDEC easement requirement does not apply to the easement issues in the Complaints and Petitions and only cited it to confuse and mislead the Petitioner and these TPUC proceedings.

I am highly concerned my agreeing to this all intrusive easement as written in paragraph #6 of the Contract required by TWS would create an unrestricted easement to my entire property with unacceptable and unknowable consequences to me. No property owner should be required to unreasonably and without justification give up their property rights in such a manner.

**Q.10 Why and what evidence supports your argument in Issue # 2(c) of the Complaints and Petitions that Paragraphs #6 & #7 contain conflicting terms and responsibilities?**

A.(16,17,18,19,20) Again, my best evidence of such conflicting terms and conditions is to just read them in the Contract attached hereto as EXHIBIT “I” and the Manual along with the examples provided in the Complaints and Petitions. TWS in their Answer to paragraphs 16,17,18,19 and 20 to the Complaints and Petitions somewhat clarified and explained certain of the ambiguities and unclear language in the Contract and Manual, much to my appreciation and gratitude to TWS, but they still presently exist in these documents provided to and required from the Ratepayers.

**Q.11 Why and what evidence supports your argument in Issue # 2(d) of the Complaints and Petitions that the TWS provision in Paragraph # 12 of the Contract to require Ratepayers to “Forever Use” TWS for their sewer disposal service as long as the Ratepayer owns their property is not disclosed in the Official Tariff and such provision is unjust and unreasonable?**

A.(21&22) In response to this Question # 11, the TPUC Rules do not reference, sanction and/or require and TWS does not disclose in the Official Tariff, other than the inclusion of the Contract itself in the Trailing Pages following such Official Tariff, the provision in paragraph #12 of the Contract that the Contract stays in effect as long as the property owner owns their property. Essentially, this provision requires the property owner to always use TWS for sewer disposal service for as long as they own their property in what I call “Forever Use”. This contractual requirement to always use TWS for sewer service foregoes the option of the Ratepayer to choose any future alternatives for such service and prevents the Ratepayers of TWS from using any new sewer disposal methods that may become available and/or developed in the future. These new alternative methods, to name a few, could include, the City of Pigeon Forge extending and/or Sevier County providing sewer services to Starr Crest along with any advancement in technology to allow a property owner to install a subterranean sewer disposal system on steep mountainous terrain, such as Starr Crest, and/or in newly created dirt filled land. As presently presented, all Ratepayers of TWS must sign and agree to the Contract to receive sewer service to their property from TWS without change or negotiation of the terms and conditions of the Contract. This provision in the Contract to “Forever Use” TWS for sewer disposal is not an arms-length bargained concession on the part of the Ratepayers and serves no purpose other than to “lock-in business” now for TWS against any future sewer disposal service competition to TWS without receipt from TWS of adequate compensation for such concession.. This TWS “Forever Use” requirement is against free enterprise, stifles a free, open and competitive market system and is not in the public interest. No captive Ratepayer should be required, against their will and under duress, to enter into an agreement having a Forever Use provision in order to receive utility services from a monopoly public utility provider. There is no rational business purpose justification of TWS to support this “Forever Use” requirement. This Forever Use requirement of TWS is unjust and unreasonable and violates Tenn. Code Ann. 65-4-115.

I did not know TWS existed when purchasing my property and did not choose them other than, unknowingly, through the purchase of my property. I probably will have no other choice other than to use TWS for my sewer disposal services for the foreseeable future and possibly until my property is sold to a third-party. However, I do not want to be forced and bullied by TWS to relinquish now any sewer disposal options that may become available to me in the future.

TWS responded in their Answer to paragraph # 20 of the Complaints and Petitions, that TWS has been granted a CCN to serve Starr Crest in perpetuity, subject to the Commission’s rules and regulations. However, the ORDER APPROVING PETITION OF ON-SITE SYSTEMS, INC. TO AMEND ITS CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY, dated October 31, 2001 and filed in TPUC Docket No. 01-00755, issued by the Tennessee Regulatory Authority to approve the expansion of the wastewater disposal service territory of On-Site Systems, Inc. *(now known as TWS)* to include the Starr Crest subdivision in their CCN has no such grant of perpetual service written in this Order. In addition, Tenn. Code Ann 65-4-201 cited in the Order as authority for the issuance of the Order recites no grant of perpetual service in this statute.

**Q. 12 Why and what evidence supports your argument in Issue # 2(e) of the Complaints and Petitions to limit the Sewer Service Contract required under the TPUC Rules to the water cut-off provisions of such rules and prohibit utilities from including any other provisions and/or requirements in this TPUC mandated contract?**

A.(23) In response to Question #12, the only reference to and requirement in the TPUC Rules for a customer to enter into a written “Sewer Service Contract”, which TWS entitles their most recent contract version as a “Sewer Subscription Contract”, is in TPUC Rules 1220-04-13-.14. This rule requires the public utility to refuse wastewater service to a customer who refuses to agree in writing to such contract that would allow the public wastewater utility to either (1) install and have exclusive right to use a cutoff valve in the water line or (2) cutoff the water by agreement with the water provider. TWS, and, most likely, other wastewater sewer disposal utilities, has expanded and, thereupon, abused the spirit and intent of this TPUC contract requirement by burying dubious customer contractual requirements in this TPUC mandated contractual obligation that customers may question and/or not agree. For example, TWS includes in their version of the contract, along side the TPUC water cut-off provisions, (a) their requirement for customers to acknowledge a fictitious and expanded easement access to their property with easement terms purported to be, and disguised as, already recorded in the public records and (b) the Forever Use requirement discussed in Question 11 above. If customers question and/or object to these added provisions in the contract, then the wastewater utility has the excuse to threaten and/or discontinue sewer service to that property for their refusal to agree to this intermingled contract provisions under the TPUC Rules. Therefore, the Sewer Subscription Contract of TWS should be limited only to the TPUC intended purpose of obtaining Ratepayers’ agreement to the water cut-off requirements specified in the TPUC Rules.

**Q.13 Why and what evidence supports your argument in Issue #3 of the Complaints and Petitions that the “Pay for Services Not Used” billing policy of TWS is not disclosed in their tariff and is unjust and unreasonable?**

A.(24,25) In response to this Question #13, TPUC Rules do not specifically reference and/or sanction the policy/practice and/or require wastewater utilities to charge for sewer disposal services to property owners when the owners’ property is vacant and no such services are needed and/or used by them. However, as shown on the attached Exhibit “III” to this Direct Testimony, TWS states on page 2 of their monthly Billing Statement under the caption Residential & Commercial Charges that **“The bill is charged to the property owner whether the property is occupied or vacant.”** I believe TWS intends in this billing policy statement to charge the property owner for the entire regularly charged sewer service amount each month regardless of whether the property is occupied or vacant and sewer service is used or not” In that case, TWS, in their Answer response to Paragraph #24 of the Complaints and Petitions, contradicts the billing practice disclosed in their Billing Statement when TWS states in this Answer that **“Should a customer have no need for current or future sewer service, sewer service may be disconnected, and the monthly sewer rate is not charged.”** What is more confusing is TWS’s response in their Answer to the next Paragraph #25 of the Complaints and Petitions when TWS states **“Customers my request that their services be disconnected if sewer services is not needed for an extended period of time. Such requests are considered on a case-by-case basis.”** Whatever the billing practice of TWS is in this regard, it should be made clear to the rate paying public. However, no version of it is now disclosed in the tariff of TWS.

If TWS carries this billing policy/practice to its extreme, TWS could disconnect a Ratepayers' sewer service for any reason whether such disconnection is justified or not, as TWS threatens to disconnect my sewer service as testified to in answer to Question #15 below, and the Ratepayer would be obligated to continue to pay for unused sewer service charged by TWS. No utility should have such power and be unjustly enriched when services are not provided to captive utility Ratepayers. This Pay For Services Not Used billing policy/practice is only disclosed in the monthly Billing Statement mailed to Ratepayers and not in the tariff filed with the TPUC making such policy illegal and unenforceable. Therefore, TPUC should order TWS to refund to Ratepayers any and all amounts paid for this Pay for Services Not Used policy/practice and charge such refund to the stockholders of TWS. In addition, TPUC should rule to prohibit TWS from imposing any billing policy/practice in the future of charging Ratepayers for sewer services not needed and used by them. Any such policy/practice is unjust and unreasonable and violates Tenn. Code Ann. 65-4-115.

**Q.14 Why and what evidence supports your argument in Paragraph # 26 of Issue # 3 of the Complaints and Petitions concerning, what appears to the lay person, illogical disparity in the higher rate TWS charges for sewer service reconnect of \$50 compared to the disconnect rate of \$40?**

A.(26) In response to Question #14, to the layperson, it appears unusual TWS charges a higher reconnect of sewer service fee of \$50 compared to a lower disconnect of sewer service fee of \$40. These tasks for reconnect/disconnect apply to the same property, location and sewer components. Therefore, TWS should incur substantially similar, if not the exact, costs for worker skills and job site work/travel time to perform these services.

However, this lay person observation is somewhat dispelled by the Residential Service Disconnect/Reconnect Rates calculation provided by TWS on Exhibit 4 to the Revised Settlement Agreement filed in TPUC Docket No. 08-00202 on May 21, 2009. Based on this calculation, each disconnect/reconnect cost per technician hour is the same (\$50) but it takes more travel time (15 minutes to the same location) but less on-site work time (3 minutes) resulting in an additional net 12 minutes to reconnect sewer service than to disconnect it. It appears highly unusual Aqua Green Utility Inc. has the same disparity in their rates when they charge this exact same \$50/\$40 amount for their reconnect/disconnect sewer services as disclosed on Section 4, Original Page 2 of their tariff filing with the TPUC in Docket No.20-00026. It must be a standard established charge in the wastewater disposal business.

In conclusion, the TPUC staff have access to the detail financial information of TWS and Aqua explaining this disparity in their reconnect/disconnect rates and I will rely on their review and approval of them.

**Q.15 Why and what evidence and background supports your argument in Issue #4 of the Complaints and Petitions that TWS knowingly overcharged for sewer service resulting in you being due a full refund in immediately available funds for the difference between the higher commercial rate billed to and paid by you instead of the correct lower residential rate for sewer service at your property in Starr Crest?**

A.(27,28,29,30,31&32) In response to Question #15, TWS has consistently billed me at the commercial rate. On April 12, 2021, I notified TWS in writing (*see EXHIBIT "II" attached to this*

**Direct Testimony**) that my cabin is not presently and never has been rented to third parties and, therefore my monthly rate should be billed at the residential rate. The monthly commercial rate is approximately \$26.25 higher than the residential rate. Although TWS continued to bill me at the commercial rate, I started paying in April, 2021 at the residential rate each month thinking it would take time for TWS to adjust their accounting system and bill me at the correct residential rate. After accumulating what TWS prints on their monthly statement as a “Balance Forward” totaling \$80.06 on their statement dated 06/28/2021 (*see EXHIBIT “III” attached to this Direct Testimony*), TWS mailed me a demand collection letter, dated June 30, 2021 (*see EXHIBIT “IV” attached to this Direct Testimony*). This demand collection letter stated payments on my sewer account were delinquent and future sewer service will be discontinued in the event \$158.62 is not paid to TWS by 07/15/2021. I submitted the \$158.62 demanded by TWS along with a written letter notifying TWS that amounts paid to TWS at the commercial rate in excess of the residential rate plus any penalties and/or interest relating thereto are “PAID IN PROTEST” until my status as a user of sewer service is resolved between us. TWS continued to bill me at the commercial rate each month after the written notification to TWS of my residential user status in April, 2021. I paid all these subsequent commercial rate amounts to TWS with each payment accompanied with a written notice such amounts are “PAID IN PROTEST”. These “PAID IN PROTEST” amounts have accumulated to \$582.31 as of the last billing dated on 12/27/2022. This “PAID IN PROTEST” balance of \$582.31 increases by \$26.25 each billing month after 12/27/2022 as “PAID IN PROTEST” monthly payments are billed and paid until TWS bills me the correct sewer service residential rate.

On February 23, 2022, I received a demand letter, dated February 17, 2022, (*see EXHIBIT “V” attached to this Direct Testimony*) from TWS threatening to disconnect my sewer service if their Sewer Subscription Contract is not signed and returned to TWS by February 28, 2022. Regardless of the many flaws in the Sewer Subscription Contract form discussed with TWS personnel over time, I completed such form and made minimal, as space provided and as few as possible handwritten, with some typed, changes to clarify and correct it in order to give me some, but not complete, comfort to sign and agree to be bound by the terms and conditions in it. The executed/changed Sewer Subscription Contract form, dated February 28, 2022, in which I call the Clarified Contract (*see EXHIBIT “VI” attached to this Direct Testimony*) was e-mailed to Ms. Ginger Witt at TWS on that date. Upon receiving the executed Clarified Contract, Ms. Witt stated TWS could not accept a Sewer Subscription Contract form with any changes to it since the form of the Sewer Subscription Contract had been filed and approved by the TPUC and could not now be changed for any reason.

Although TWS alleges otherwise, I believe the Sewer Subscription Contract and the terms therein have not been officially filed with the TPUC in accordance with TPUC Rules thereby making such Contract a legal and binding part of the Official Tariff as discussed in my answer to Question #7 above. This unofficial status results in the Contract being unenforceable and without standing. However, when TWS demanded in February, 2022 that I forward to TWS a signed Sewer Subscription Contract, I provided to TWS a signed and modified for errors and ambiguity Clarified Contract which included, without any substantive material change, the required water cut-off requirements in TPUC Rules 1220-04-13-.14(2). This TPUC Rules further provides for the wastewater utility to refuse wastewater sewer service to a customer refusing to agree in writing to the Sewer Service Contract that has the water cut-



off requirements in it. Although TWS rejected the Clarified Contract for other changed provisions in such contract not relating to the TPUC water cut-off requirements, I have complied with the TPUC water cut-off requirement by providing the signed Clarified Contract to TWS.

Unfortunately for Ratepayers, TWS has intermingled the TPUC water cut-off requirements in their Sewer Subscription Contract with the fictitious easement, as testified to in answer to Question # 8 above, and undisclosed Forever Use requirements, as testified to in answer to Question #11 above, together with including other erroneous, confusing, dubious and extraneous understandings, information and disclosures in the Contract. TWS requires Ratepayers to agree to and sign such Contract as a package without any changes whatsoever. In the event a Ratepayer agrees with the TPUC required water cut-off provision but disagrees with other requirements of them in the packaged Contract and refuses to agree to and sign it without making changes and/or clarifications to the disputed parts, as my case, then such intermingled Contract arrangement now gives TWS an excuse, due to intermingling other separate unrelated sewer service provisions with the TPUC water cut-off requirement, to threaten and disconnect Ratepayers' sewer service. TWS has taken this intermingled Contract arrangement a step further by now holding me hostage and demanding I pay a higher commercial sewer rate until I sign and agree to an unchanged, unofficial and unenforceable Contract which I believe TWS does not have the authority to do. This intermingled Contract arrangement of TWS is a prime example supporting my recommendation to TPUC, as I testified to in answer to Question # 12 above, to limit the Sewer Subscription Contract of TWS, and similar contracts of other wastewater utilities, to only the water cut-off requirements of TPUC. I have complied with the water cut-off requirement of TPUC by providing the changed and signed Clarified Contract to TWS. Therefore, no justification exists in the TPUC Rules allowing TWS to bully me by threatening to disconnect sewer service and/or charge higher sewer rates until I acquiesce and agree to and provide them another signed Contract with no changes. In fact, TWS's threat to disconnect the Petitioner's sewer service in June, 2021 is a blatant violation of TPUC Rules 1220-04-13-.14(3)(d) which specifically states **“(3) The following shall not constitute sufficient cause for refusal of service to a present or prospective customer: (d) Failure to pay for a different type or class of public wastewater utility service.”**

I request TPUC to both order TWS to (a) refund, without delay to me in immediately available funds, the accumulated to date PAID IN PROTEST amount of \$582.31, as of 12/27/2022, plus \$26.25 each month thereafter I am billed and pay the commercial rate instead of the rightful residential rate and (b) charge such refund to the stockholder of TWS.

**Q16. Why and what evidence supports your request in Declaratory Rulings paragraph 34(iii) in the Complaints and Petitions for TPUC to rule to prohibit TWS from requiring Ratepayers to enter into an additional separate easement to their property for sewer service if at least a 5 feet or more utility easement is already recorded in the public records on the side and rear boundary lines of the property in the county to which sewer service is to be provided by TWS?**

A.(13,14&34) In response to Question #16, at first glance, the mere reference to and expansion of the scope of the utility easement in the Contract by TWS beyond and in addition to the 5 feet utility easement recorded in the public records filing of the Final Plat for Starr Crest is unnecessary. The recorded five (5) feet side and rear lot lines utility easement is usual and customary in the residential real estate industry. It allows, along with a similar 5 feet boundary line utility easement for adjacent

lots, a more than adequate combined total 10 feet boundary line access to provide utility services to the sewer components. To the best of my knowledge and belief, all of the sewer components on property owners' lots in Starr Crest are located at or in the immediate vicinity of the side or rear boundary line of the owners' lots as is such location of sewer components on my property. If a utility provider had to exceed the recorded total 10' feet easements to perform their services, any reasonable property owner would allow such additional access to their property to get their nonworking sewer system operational again. All of the other providers of utility services (such as Sevier County Electric, City of Pigeon Forge Water Dept., Comcast Cable Service, etc.) provide their utility services to my property relying on this recorded total 10 feet boundary line utility easement without having to enter into a separate easement to perform their services.

My review of the TPUC Rules does not reveal a requirement by the TPUC for wastewater utilities to enter into separate easement agreements with customers to provide sewer services to them. However, TWS discloses in Section 2- Rules and Regulations filed in the Official Tariff with the TPUC on the top of Original Page 2 that **"The Customer must execute an agreement granting an easement to the Company for maintenance of the sewer system."** This requirement by TWS for customers to enter into a separate easement agreement other than the 5 feet easement already recorded in the public records is redundant and unnecessary. In addition, the scope and extent of the easement described and required by TWS in paragraph #6 of the Contract exceeds the easement terms disclosed in the Official Tariff filed with the TPUC by TWS. In any event, the terms and conditions of any additional easement required by TWS should follow verbatim those terms and conditions filed with the TPUC.

TWS has made me aware of the new easement requirements in the TDEC rules. However, those requirements became effective with the new rule effective May 15, 2022 which appears to apply on a forward basis as more fully testified to in my answer to Question #9 above. I do not know how and if these new TDEC easement requirements apply to my property.

TWS states in their Answer to paragraph #12 of the Complaints and Petitions that sewer components are not typically located within the defined utility easements on the plat requiring TWS to obtain a broader easement. I do not have any sympathy for this TWS easement predicament. TWS signed the Sewage Disposal Certification on the Final Plat for the Starr Crest subdivision and, more likely than not, signed most, if not all, of such certifications on the plats recorded for all the other subdivisions serviced by TWS. This gives TWS enormous influence over the land developer/builder as to the information TWS needs recorded on the plats such as an effective utility easement. TWS knew or should have known the type and location of sewer service lines constructed and located on the lots. If there was a real need for a broader utility easement than the normal 5 feet side/rear boundary line easement to provide sewer service to the subdivision lots, then TWS should have insisted on it with the developer/builder before, or at least, at the time of recording of the subdivision plats. This up-front proactive insistence would eliminate TWS having to enter into separate easement agreements on an on-going basis with multiple property owners after the fact.

Notwithstanding all that, it appears TWS's general practice is to enter into upfront agreements having easement provisions for sewer service, among other things, with developer/builders of proposed subdivisions before construction begins. If such an agreement exists for Starr Crest, it is not included with the CCN filing information for Starr Crest in Docket No. 01-00755 on the TPUC website.

However, there are numerous other examples of these agreements on the TPUC website in which the developer/builder agreed with TWS to a, substantially similar in language, **perpetual easement of 10 feet in width with 5 feet on either side and parallel to the wastewater lines** such as is filed in TPUC Docket Nos. 01-00423, 01-00492, 18-00107, 2100021 and 21-00096, to name a few. The wastewater easements granted by these developer/builders are similar, as to dimensions but variable as to location, to the utility easement recorded on the Final Plat for Starr Crest. If this developer/builder easement language were used in a separate agreement between TWS and myself, then such sewer service easement would be acceptable to me instead of the over-broad, intrusive and ambiguous easement in the Contract.

**Q. Does this conclude your Direct Testimony at this time?**

A. Yes

### **AFFIDAVIT**

I, Ronald C. McCabe and Petitioner, affirm the testimony given in this Direct Testimony and the statements made in the Complaints and Petitions filed with the Tennessee Public Utility Commission in Docket No. 22-00105 are true and correct to the best of my knowledge and belief.

Respectfully submitted,

\_\_\_\_\_  
Ronald C. McCabe  
Petitioner

STATE OF FLORIDA                    )  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me on this 10<sup>th</sup> day of January, 2023, by Ronald C. McCabe by means of ( ) physical presence or ( ) online notarization, who ( ) is personally known to me or ( ) has produced \_\_\_\_\_ as identification.

SEAL

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Notary Printed Name & Title

### **CERTIFICATE OF SERVICE**

I, Ronald C. McCabe, Petitioner, certify a true and correct copy of this Direct Testimony has been served via postage prepaid U.S. Mail to the following:

Jeff Riden  
Tennessee Wastewater Systems, Inc.  
851 aviation Parkway  
Smyrna, TN 37167-2582

Karen Stachowski  
Consumer Protection and Advocate Division  
Office of the Tennessee Attorney General  
P. O. Box 20207  
Nashville, TN 37202

11

5501 Bellview Ave.  
New Port Richey, FL 34652  
January 10, 2023

Delivered Via E-Mail & U.S. Mail

Hon. Herbert Hilliard, Chairman  
Tennessee Public Utility Commission  
c/o Ms. Ectory Lawless, Docket Room Manager  
502 Dreaderick Street, 4<sup>th</sup> Floor  
Nashville, TN 37243  
TPUC.DocketRoom@tn.gov

Re: Direct Testimony of Ronald C. McCabe in the Complaints and Petitions of Ronald C. McCabe vs.  
Tennessee Wastewater Systems, Inc. Docket No. 22-00105

Dear Chairman Hilliard,

Enclosed for filing is the Direct Testimony of Ronald C. McCabe in the Complaints and Petitions of Ronald C. McCabe vs. Tennessee Wastewater Systems, Inc. In accordance with Ms. Lawless' instructions, an original executed notarized copy of this filing along with two (2) copies of it will be mailed to you at the above address.

If you have any questions on this filing, please e-mail me at [rcmbizz@hotmail.com](mailto:rcmbizz@hotmail.com) or call me at 727-842-4407.

Very truly yours,

---

Ronald C. McCabe



## SEWER SERVICE AGREEMENT

Tennessee Wastewater Systems, Inc.  
P. O. Box 22771  
Knoxville, TN 37933-0771

This agreement entered into between Tennessee Wastewater Systems, Inc., a Tennessee Corporation, hereinafter called "TWSI" and \_\_\_\_\_

RONALD C. MCCABE  
(Print Name)

hereinafter called "customer".

## WITNESSETH

Whereas, customer desires to purchase sewer services from TWSI and to enter into a sewer service agreement and TWSI desires to provide sewer services. Now therefore, in consideration of the mutual covenants, promises and agreements herein contained, it is hereby understood and agreed by the parties hereto as follows: In compliance with laws and environmental regulations set forth by the State of Tennessee, TWSI shall provide sewer services to the customer's property located at the following address:

Address \_\_\_\_\_ City \_\_\_\_\_ State and Zip Code \_\_\_\_\_

2110 2 4 AUGUST 4, 2011  
Lot # # of Bedrooms Maximum # Cabin Will Sleep Cabin Name Date of Connection/Closing

The customer shall provide an address in which monthly bills are to be sent:

Address \_\_\_\_\_ City \_\_\_\_\_ State and Zip Code \_\_\_\_\_

Home Telephone Number \_\_\_\_\_

Office Telephone Number \_\_\_\_\_

Cell Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_

Fax Number \_\_\_\_\_

The customer agrees to grant to TWSI, its successors and assigns, a <sup>(1)</sup> ~~perpetual~~ easement in, over, under and upon the above described land, with the right to erect, construct, install and maintain sewer system components. The customer shall be responsible for operation and repair of the outfall line to the septic tank and all plumbing in structures on the property described above. Customer further agrees to grant TWSI permission to enter the property for any reason connected with the provision or removal of sewer service or collection thereof. Customer agrees that should he/she use the system in such a manner to abuse or damage any components of the system, customer must bear the expense to repair or replace the same in accordance with the plans of TWSI. TWSI shall be responsible for operation and repair of all components of the sewer system starting at the septic tank as described above and all elements of the STEG (septic tank effluent gravity) or STEP (septic tank effluent pumping) system. <sup>(2)</sup> <sup>(3)</sup> <sup>(4)</sup> <sup>(5)</sup>

The customer agrees to pay for sewer service in accordance with authorized rate schedules present and future and to use same in accordance with applicable rules and regulations that have been provided. The time and place of payment will be as set forth by TWSI. Customer agrees to allow TWSI to install and/or have access to the cut-off valve on customer's water service line and to use such cut-off valve in the event customer fails to pay sewer charges. <sup>(6)</sup> <sup>(7)</sup> <sup>(8)</sup> <sup>(9)</sup> ~~In addition to the cut-off of water service, failure of the customer to pay sewer service charges duly imposed shall result in the imposition of penalties set forth by TWSI's current schedule of rates.~~ If TWSI employs a collection agency to collect any amount not paid by customer, customer shall pay all of TWSI's costs to employ the collection agency. If any suit, action or proceeding is instituted by TWSI to collect any amount not paid by customer, customer shall pay all of TWSI's reasonable attorney fees and collection costs whether incurred before, during or after a trial, or before, during or after an appeal. <sup>(10)</sup> <sup>(11)</sup> <sup>(12)</sup> <sup>(13)</sup>

The customer agrees <sup>(14)</sup> ~~not to exceed~~ the maximum number of persons the rental property will sleep listed above. The interceptor tank size at this <sup>(15)</sup> ~~commercial rental~~ property shall be based on 125 gpd per person. An escalating TRA established commercial rate shall apply to the larger rental properties. Should excess loads above those listed in the Sewer Service Agreement occur, customer agrees that TWSI may cut-off water and sewer service at said commercial rental property. <sup>(16)</sup>

~~This agreement shall remain in effect for the duration of time that the customer owns, resides upon or rents the above described property.~~ When circumstances no longer exist, customer agrees to provide notice to TWSI within thirty days of such change in circumstances. <sup>(17)</sup>

IN WITNESS THEREOF, we have executed this agreement this 1st day of AUGUST, 2011.

Tennessee Wastewater Systems, Inc.

Vice President

Ronald C. McCabe  
Customer RONALD C. MCCABE

05/09

NOTE: Words, phrases and sentences

- (a) with a line drawn through them in this Agreement are deleted from this Agreement; and
- (b) set forth next to the numbers in parenthesis on the attached Addendum "A" are inserted into this Agreement where written and indicated on this Agreement.



**ADDENDUM "A"**  
**to SEWER SERVICE AGREEMENT,**  
**dated AUGUST 1, 2011**

Insert the following into the Sewer Service Agreement where written and indicated on such Agreement:

- (1) five (5) foot utility
- (2) pursuant to local regulatory zoning requirements
- (3) side and rear property boundary line of the
- (4) Upon prior notice to customer,
- (5) reasonable
- (6) provided to and used by the customer
- (7) Tennessee Regulatory Authority ("TRA")
- (8) As long as customer is being provided sewage waste disposal service under TWSI's regulatory environmental permit for such services and no environmental sewage waste disposal permit has been issued separately to the customer
- (9) due for services actually rendered by TWSI and provided to customer and for which customer was notified in advance of TWSI's employment of such collection agency but
- (10) either party in this Agreement against the other party in this Agreement, the unsuccessful losing party shall pay all of the successful prevailing party's
- (11) take all necessary and reasonable actions to not
- (12) In the event the water usage exceeds the volume amount thereby provided for under this Agreement,
- (13) and are not paid by the customer
- (14) until such delinquent amounts are paid to TWSI.

**ADDENDUM "A"**  
**to SEWER SERVICE AGREEMENT'**  
**dated AUGUST 1, 2011, (cont'd)**

(15) The customer may terminate this Agreement at any time without penalty with thirty (30) days notice to TWSI of such termination and sewer waste disposal charges to the customer shall cease upon such termination. In the event customer does not have a separate environmental sewer waste disposal permit issued by the appropriate regulatory authority for sewer waste disposal for the property, TWSI may cut-off the water supply to the property upon such termination by the customer.

(16) and use of the property materially changes from that set forth above,

(17) reasonable



However, there are numerous other examples of these agreements on the TPUC website in which the developer/builder agreed with TWS to a, substantially similar in language, **perpetual easement of 10 feet in width with 5 feet on either side and parallel to the wastewater lines** such as is filed in TPUC Docket Nos. 01-00423, 01-00492, 18-00107, 2100021 and 21-00096, to name a few. The wastewater easements granted by these developer/builders are similar, as to dimensions but variable as to location, to the utility easement recorded on the Final Plat for Starr Crest. If this developer/builder easement language were used in a separate agreement between TWS and myself, then such sewer service easement would be acceptable to me instead of the over-broad, intrusive and ambiguous easement in the Contract.

**Q. Does this conclude your Direct Testimony at this time?**

A. Yes

### **AFFIDAVIT**

I, Ronald C. McCabe and Petitioner, affirm the testimony given in this Direct Testimony and the statements made in the Complaints and Petitions filed with the Tennessee Public Utility Commission in Docket No. 22-00105 are true and correct to the best of my knowledge and belief.

Respectfully submitted,

  
Ronald C. McCabe

Petitioner

STATE OF FLORIDA                     )  
COUNTY OF Pasco                     )

The foregoing instrument was acknowledged before me on this 10<sup>th</sup> day of January, 2023, by Ronald C. McCabe by means of (☒) physical presence or ( ) online notarization, who ( ) is personally known to me or (☒) has produced Florida Drivers License as identification.

SEAL



  
Notary Signature

Micheal Mehren  
Notary Printed Name & Title

### **CERTIFICATE OF SERVICE**

I, Ronald C. McCabe, Petitioner, certify a true and correct copy of this Direct Testimony has been served via postage prepaid U.S. Mail to the following:

Jeff Ridsen  
Tennessee Wastewater Systems, Inc.  
851 Aviation Parkway  
Smyrna, TN 37167-2582

Karen Stachowski  
Consumer Protection and Advocate Division  
Office of the Tennessee Attorney General  
P. O. Box 20207  
Nashville, TN 37202



**SEWER SUBSCRIPTION CONTRACT**

DATE: \_\_\_\_\_ PROPERTY CLOSING DATE: \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

SUBDIVISION \_\_\_\_\_

☐ VACANT LOT  
☐ RESIDENCE

ADDRESS OF PROPERTY \_\_\_\_\_

LOT # \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

I hereby make application to Tennessee Wastewater Systems, Inc. ("TWS") for sewer service at the address of property stated above. In consideration of the undertaking on the part of TWS to furnish sewer service, I understand, covenant and agree as follows:

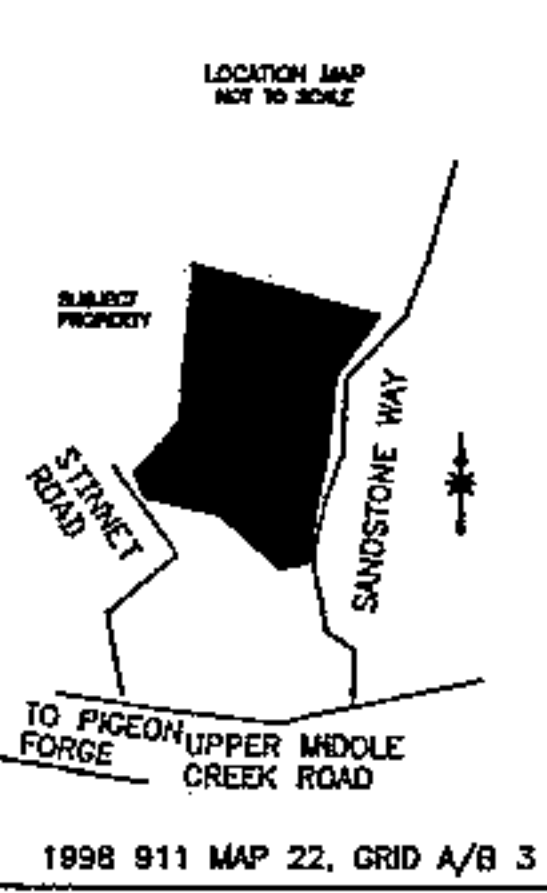
1. I certify that I am the legal owner or occupier of the above referenced property and have the authority to enter into this agreement with TWS for the provision of sewer service.
2. If this property is a vacant lot as checked above, I understand I will be billed an annual Capacity Reservation Fee to reserve capacity in the sewer treatment system. I agree to pay the annual Capacity Reservation Fee until such time a residence is built on the lot and the residence is connected to the sewer system and sewer service begins. I understand payment of the annual Capacity Reservation Fee on a vacant lot is not the same as paying for monthly sewer service to a residence connected to and receiving sewer services.
3. I understand that certain components necessary to the operation of the sewer system have been installed on the above referenced property.
4. I warrant that any connection to and/or subsequent use of the system components on my property shall be in accordance with TWS's Rules, Regulations and Plans.
5. I agree that my use of the system components on my property shall conform to the guidelines set forth in the USER MANUAL (Do's and Don'ts for an Effluent Collection System). I understand that should I violate these Rules or abuse or damage the system components, that I will bear the expense to repair and/or replace the components in accordance with TWS's Plans.
6. I acknowledge that TWS, its successors, and assigns have a perpetual easement in, over, under, and upon the above referenced property as specified on the property plat filed with the register of deeds. This easement provides TWS the right to operate, maintain, construct, install, and repair all components of the sewer system the property, including but not limited to the Interceptor tank and the Interceptor Pump or Interceptor Gravity Tank systems. I further grant TWS permission to enter upon my property for any reason connected with the provision or removal of sewer service or collection therefore.

7. I understand that I am responsible for the operation and repair of all other plumbing and related structures on the property, including the outfall line to the Interceptor tank.
8. I authorize TWS to install a cutoff valve on my side of my water meter and grant TWS exclusive right to use such valve in accordance with its Rules and Regulations. I understand the use of this valve does not in any way relieve me of my obligation to pay for water service to the water service provider.
9. I authorize TWS to purchase and install a water meter for purposes of measuring water usage. If a water meter is already installed on the premises, I hereby grant TWS the authority to read the water meter to obtain the water usage data or obtain the water usage records from the water utility servicing this address.
10. I agree to abide by TWS's Rules and Regulations, and the Rates and Fees Schedule as established in its tariff as approved by the Tennessee Public Utility Commission as well as with any amendments to or changes in such rules, regulations, and rates.
11. I agree to promptly pay for sewer service at the current billing rate as set forth in the Company's tariff as approved by the Tennessee Public Utility Commission. I understand that should I not pay my bill, I will be subject to having my sewer service disconnected in accordance with TWS's cutoff procedures and further understand I will be responsible for the payment of any and all costs associated with collecting any delinquent or unpaid amounts owed on my account, including attorney fees.
12. This Agreement shall remain in effect for as long as I own, reside upon or rent the above referenced property. I agree to provide notice to TWS at least thirty (30) days in advance of vacating the property and terminating service.

---

**SUBSCRIBER'S SIGNATURE**





# EXHIBIT "I(a)

## CERTIFICATION OF OWNERSHIP AND DEDICATION

I (we) hereby certify that I (we) am (are) the owner(s) of the property shown and described hereon and that I (we) hereby adopt this subdivision plat with my (our) free consent, establish the minimum building restriction lines, and dedicate all streets, alleys, walks, or other public ways and open space or private use as noted.

Date: 6-9-03 Owner: Starr Crest Resort 2 - Phase 1

## CERTIFICATE OF ACCURACY

I certify that this plat accurately depicts a true and correct survey made under my direct supervision, that it meets the accuracy required by the Regional Planning Commission, and that corner monuments have been placed as shown hereon, to the specifications of the Regional Planning Commission. I hereby certify that this is a category 1 plat and the ratio of precision of the unadjusted survey is 1:10,000 as shown hereon.

Date: June 5, 2003 Surveyor: Albert B. Rand R.L.S. # 2087

## SEWAGE DISPOSAL CERTIFICATION

I (we) hereby certify that the sewage disposal system for Starr Crest Resort 2 - Phase 2 provided by Onsite Systems Inc. complies with the requirements of the Tennessee Department of Environment and Conservation and the Sewer County Planning Commission.

Date: June 5, 2003 Engineer: Mr. G. L. G. L.

## CERTIFICATION OF ELECTRIC LINES

I certify that electric lines have been installed in an acceptable manner and according to the requirements of this company, or that a letter of credit, a security bond, or other assurance for the installation of the electric lines which is acceptable to the Planning Commission has been posted with the Electric Company to ensure completion of all required improvements in case of default.

Date: 6-9-03 Electric Company Representative: B. G. G.

NOTE: BEARINGS BASED ON THE MIDDLE PORTION OF THE EASTERNMOST TRACT LINE BEING SOUTH 3 DEG. 47 MIN. 50 SEC. WEST FROM A SURVEY BY ROWNE L. SANCHEZ, M.D. PG. 6. CL DENOTES CENTERLINE. ROW DENOTES RIGHT OF WAY. PI DENOTES POINT OF INTERSECTION. 5' UTILITY & DRAINAGE EASEMENTS - SIDE & REAR LOT LINES. FREE STANDING BUILDINGS MUST BE A MINIMUM OF 20' APART. 5/8" IRON RODS SET ON ALL LOT CORNERS. OWNER REF: RANDALL USSERY. 1428 UPPER MIDDLE CREEK RD. SEVIERVILLE, TN. 37878. (865) 428-1811.

FINAL PLAT  
STARR CREST RESORT 2 - PHASE 2  
A PLANNED UNIT DEVELOPMENT  
THE PROPERTY OF  
RANDALL E. & ANGELA S. USSERY  
WARRANTY DEED BOOK 1007, PAGE 882  
WARRANTY DEED BOOK 1465, PAGE 301  
TAX MAP # 95, PART OF PARCEL 81  
THIRTEENTH CIVIL DISTRICT  
SEVIER COUNTY, TENNESSEE  
MAY 30, 2003

PHASE 2  
TOTAL AREA:  
2,252,487.6 SQ. FT.  
51.71 ACRES  
ROAD AREA:  
6.01 ACRES  
AREA PER LOT:  
27270 SQ. FT.  
73 LOTS

I HEREBY CERTIFY TO:  
RANDALL E. & ANGELA S. USSERY  
THAT THIS SURVEY WAS MADE USING THE LATEST  
RECORDED DEED AND THAT THERE ARE NO  
ENCUMBRANCES OR PROJECTIONS OTHER THAN THOSE  
SHOWN AND THAT THE SURVEY IS CORRECT TO  
THE BEST OF MY KNOWLEDGE AND BELIEF.

I HEREBY CERTIFY THAT THIS IS A CATEGORY 1  
SURVEY AND THE BASIS OF PRECISION OF THE  
UNADJUSTED SURVEY IS 1:10,000 OR BETTER  
AS SHOWN HEREON.

THIS IS TO CERTIFY THAT I HAVE CONSULTED  
THE FEDERAL INSURANCE ADMINISTRATION FLOOD  
INSURANCE STUDY MAP AND THE PROPERTY SHOWN  
IS NOT LOCATED IN A SPECIAL FLOOD AREA.



PROPERTY SUBJECT TO ALL EASEMENTS, RIGHT  
OF WAY, RESTRICTIONS AND RESERVATIONS.

## CERTIFICATION OF STREET NAMES

I certify that all street names have been approved by the Sevier County  
Emergency Communications District, are in compliance with E-911  
specifications, and do not conflict with other street names in the County.

Date: 09-17-03 E-911 Coordinator: Union County

## CERTIFICATE OF APPROVAL FOR RECORDING

I certify that this plat has been found to comply with the subdivision  
requirements for the City of Pigeon Forge, with the exception of such  
variances, if any, which are noted. All improvements have been installed  
or on acceptable surety posted in order to ensure completion. This is  
approved for recording in the office of the county register.

Date: 9/15/2003 Secretary, Pigeon Forge Planning Commission: Mr. J. J. J.

LINE	LENGTH	BEARING	AREA	PERIMETER	AREA	PERIMETER
1	12.50	S 89° 45' 00" E	1.56	12.50	1.56	12.50
2	12.50	S 89° 45' 00" E	1.56	12.50	1.56	12.50
3	12.50	S 89° 45' 00" E	1.56	12.50	1.56	12.50
4	12.50	S 89° 45' 00" E	1.56	12.50	1.56	12.50
5	12.50	S 89° 45' 00" E	1.56	12.50	1.56	12.50
6	12.50	S 89° 45' 00" E	1.56	12.50	1.56	12.50
7	12.50	S 89° 45' 00" E	1.56	12.50	1.56	12.50
8	12.50	S 89° 45' 00" E	1.56	12.50	1.56	12.50
9	12.50	S 89° 45' 00" E	1.56	12.50	1.56	12.50
10	12.50	S 89° 45' 00" E	1.56	12.50	1.56	12.50

LINE	LENGTH	BEARING	AREA	PERIMETER	AREA	PERIMETER
11	12.50	S 89° 45' 00" E	1.56	12.50	1.56	12.50
12	12.50	S 89° 45' 00" E	1.56	12.50	1.56	12.50
13	12.50	S 89° 45' 00" E	1.56	12.50	1.56	12.50
14	12.50	S 89° 45' 00" E	1.56	12.50	1.56	12.50
15	12.50	S 89° 45' 00" E	1.56	12.50	1.56	12.50
16	12.50	S 89° 45' 00" E	1.56	12.50	1.56	12.50
17	12.50	S 89° 45' 00" E	1.56	12.50	1.56	12.50
18	12.50	S 89° 45' 00" E	1.56	12.50	1.56	12.50
19	12.50	S 89° 45' 00" E	1.56	12.50	1.56	12.50
20	12.50	S 89° 45' 00" E	1.56	12.50	1.56	12.50

LINE	LENGTH	BEARING	AREA	PERIMETER	AREA	PERIMETER
21	12.50	S 89° 45' 00" E	1.56	12.50	1.56	12.50
22	12.50	S 89° 45' 00" E	1.56	12.50	1.56	12.50
23	12.50	S 89° 45' 00" E	1.56	12.50	1.56	12.50
24	12.50	S 89° 45' 00" E	1.56	12.50	1.56	12.50
25	12.50	S 89° 45' 00" E	1.56	12.50	1.56	12.50
26	12.50	S 89° 45' 00" E	1.56	12.50	1.56	12.50
27	12.50	S 89° 45' 00" E	1.56	12.50	1.56	12.50
28	12.50	S 89° 45' 00" E	1.56	12.50	1.56	12.50
29	12.50	S 89° 45' 00" E	1.56	12.50	1.56	12.50
30	12.50	S 89° 45' 00" E	1.56	12.50	1.56	12.50

LINE	LENGTH	BEARING	AREA	PERIMETER	AREA	PERIMETER
31	12.50	S 89° 45' 00" E	1.56	12.50	1.56	12.50
32	12.50	S 89° 45' 00" E	1.56	12.50	1.56	12.50
33	12.50	S 89° 45' 00" E	1.56	12.50	1.56	12.50
34	12.50	S 89° 45' 00" E	1.56	12.50	1.56	12.50
35	12.50	S 89° 45' 00" E	1.56	12.50	1.56	12.50
36	12.50	S 89° 45' 00" E	1.56	12.50	1.56	12.50
37	12.50	S 89° 45' 00" E	1.56	12.50	1.56	12.50
38	12.50	S 89° 45' 00" E	1.56	12.50	1.56	12.50
39	12.50	S 89° 45' 00" E	1.56	12.50	1.56	12.50
40	12.50	S 89° 45' 00" E	1.56	12.50	1.56	12.50

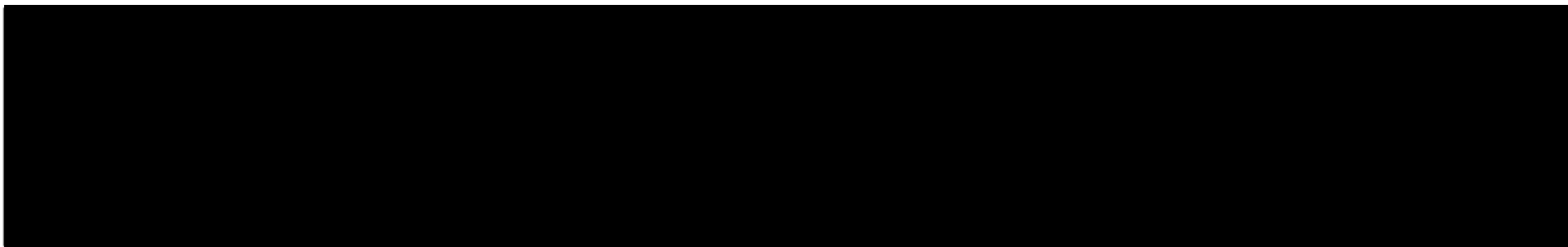
0' 100' 200' 300'  
SCALE: 1" = 100'

VOL: 125/45-45  
03047576

1. LINE 1, 12.50, 89° 45' 00" E, 1.56  
2. LINE 2, 12.50, 89° 45' 00" E, 1.56  
3. LINE 3, 12.50, 89° 45' 00" E, 1.56  
4. LINE 4, 12.50, 89° 45' 00" E, 1.56  
5. LINE 5, 12.50, 89° 45' 00" E, 1.56  
6. LINE 6, 12.50, 89° 45' 00" E, 1.56  
7. LINE 7, 12.50, 89° 45' 00" E, 1.56  
8. LINE 8, 12.50, 89° 45' 00" E, 1.56  
9. LINE 9, 12.50, 89° 45' 00" E, 1.56  
10. LINE 10, 12.50, 89° 45' 00" E, 1.56  
11. LINE 11, 12.50, 89° 45' 00" E, 1.56  
12. LINE 12, 12.50, 89° 45' 00" E, 1.56  
13. LINE 13, 12.50, 89° 45' 00" E, 1.56  
14. LINE 14, 12.50, 89° 45' 00" E, 1.56  
15. LINE 15, 12.50, 89° 45' 00" E, 1.56  
16. LINE 16, 12.50, 89° 45' 00" E, 1.56  
17. LINE 17, 12.50, 89° 45' 00" E, 1.56  
18. LINE 18, 12.50, 89° 45' 00" E, 1.56  
19. LINE 19, 12.50, 89° 45' 00" E, 1.56  
20. LINE 20, 12.50, 89° 45' 00" E, 1.56  
21. LINE 21, 12.50, 89° 45' 00" E, 1.56  
22. LINE 22, 12.50, 89° 45' 00" E, 1.56  
23. LINE 23, 12.50, 89° 45' 00" E, 1.56  
24. LINE 24, 12.50, 89° 45' 00" E, 1.56  
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EXHIBIT "II"



April 12, 2021

Dear Sir,

The most recent invoice for sewer wastewater services for the service period February 26, 2021 - March 30, 2021 for Account # 1790 at 1811 Starr Street, Sevierville, TN 37876 was billed at the commercial monthly rate of \$87.56 instead of the residential rate of \$52.31. Since purchasing this property several years ago by me, it has been vacant and never rented or leased to any third-parties. In the event this property becomes a rental cabin for lease to third-parties, I will notify you of this change from residential to commercial use.

Accordingly, enclosed is my check #1020 for \$52.31 as payment for residential sewer wastewater service for A/C # 1790 for the service period 2/26/2021- 3/30/2021.

If you have any questions, call me at 727-842-4407.

Very truly yours,

  
Ronald C. McCabe



TENNESSEE WASTEWATER SYSTEMS, INC.

851 AVIATION PARKWAY

SMYRNA, TN 37167-2582

TEMP-RETURN SERVICE REQUESTED

# Billing Statement

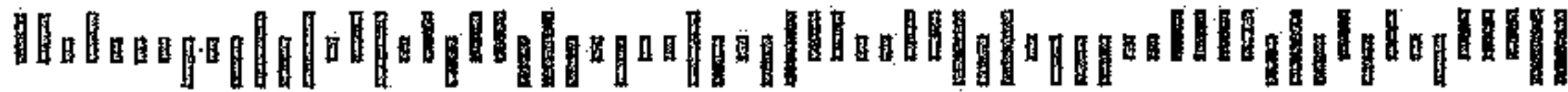
CUSTOMER CARE 888-323-3687 MAINTENANCE HOTLINE: 877-669-0786  
www.tennesseewastewater.com



332 1 MB 0.450

RONALD MCCABE

2318



NNNNN



## ACCOUNT INFORMATION

ACCOUNT: 13195-0  
SERVICE ADDRESS: [REDACTED]  
SERVICE PERIOD: 05/28/2021 to 06/28/2021  
BILLING DATE: 06/28/2021  
DUE DATE: 07/15/2021

ONLINE ACCESS



CID #:

9307

OFFICE HOURS: 7:30AM - 4:30PM CST MONDAY - FRIDAY

CLOSED: SATURDAY - SUNDAY - HOLIDAYS

## CURRENT CHARGES

Commercial Cabin Sewer	74.00
Bonding	0.35
Legal Expense Tariff - 60 months, expires 8/31/23	0.45
Environ. Repair Tariff-120 months, expires 8/31/28	3.76

## IMPORTANT MESSAGES

Please visit our new Customer Portal to sign up for AutoPay and eBilling!

1. Go to <https://adenus.authoritypay.com>
2. Click Create an Account
3. Enter your Account # & CID # found on your customer statement
4. Create a password for your account
5. Click Create Account
6. Verify your email

TOTAL CURRENT CHARGES \$78.56

## BILL SUMMARY

Previous Balance	\$132.37
Penalty	\$0.00
Payments	-\$52.31
Adjustments	\$0.00
Balance Forward	\$80.06
Current Charges	\$78.56
<b>Total Due</b>	<b>\$158.62</b>
Total Due After Due Date	\$162.55



EXHIBIT "III"

**QUESTIONS ABOUT YOUR BILL?**

- **EMAIL:** customercare@tennesseewastewater.com
- **CUSTOMER SERVICE:** 888-3-ADENUS
- **24 HOUR EMERGENCY:** 877-669-0786
- **FAX NUMBER:** 615-220-7209
- **WEB SITE:** www.tennesseewastewater.com

**MOVING OR NEED TO UPDATE ACCOUNT INFORMATION?**

Please contact Customer Service at 888-3-ADENUS to speak with a customer service representative.

**PAYMENT OPTIONS**

- **Payment Address:**  
PO Box 997, Franklin, TN 37065-0967
- **Correspondence Only Address:**  
851 Aviation Parkway, Smyrna, TN 37167
- **AUTOPAY:** ACH draft authorization forms are available at www.tennesseewastewater.com or by contacting Customer Care at customercare@tennesseewastewater.com
- **WEBPAY:** Visa/MasterCard/Discover credit/debit card or electronic check payments at <https://adenus.authoritypay.com/>
- **PAY BY PHONE:** 888-267-9923

*Credit Card Convenience Fee Charge is 2.45% with a minimum of \$1.25*

**RETURNED PAYMENT FEE**

There will be a bank fee of \$25 assessed to your account for any returned check or ACH drafts.

**DAMAGED EQUIPMENT**

The company shall in no event be responsible for maintaining any building outfall line and/or tank owned by the customer, nor for damages created by sewage escaping there from, nor for defects in customer's building line or fixtures. Any damage not caused by the Utility to the water valve, locks of the water valve, lids, or any other component of the system on the customer's property shall be paid for by the customer.

All leaks in any building pipe or fixture on the premises of the customer shall be immediately repaired by the customer. Any customer found introducing prohibited substances into the wastewater system is liable to pay the full cost of cleanup and the repair of any damage caused.

**RESIDENTIAL & COMMERCIAL CHARGES**

**SEWER/ESCROW CHARGES:** The monthly rate reflects operating and capital costs of pumping, transmitting and treatment of wastewater. The bill is charged to the property owner whether the property is occupied or vacant.

**BONDING:** The bonding rate is a state-wide fee adjusted on an annual basis in August and effective upon approval by the Tennessee Public Utilities Commission.

**ENVIRONMENTAL REPAIR TARIFF:** 120 months, to expire 8/31/2028.

**LEGAL EXPENSE TARIFF:** 60 months, to expire 08/31/2023.

**CAPACITY RESERVATION FEE CHARGES**

Pursuant to Section 2 of Tennessee Wastewater Systems, Inc.'s tariff, the owner of each property parcel which is provided a service connection when the sewer system is built, will be required to pay a capacity reservation fee of \$10.00 per month. This fee is applied towards the cost of the operation and maintenance of the sewer system serving your lot. As each customer taps onto the service connection and signs a contract for service, the capacity reservation fee will be pro-rated for the month and the fee will not be charged thereafter. Past due capacity reservation fees will be subject to a 12.5% per month non-payment fee. If the capacity reservation fee is past due for a period of six (6) months or greater, the company reserves the right, upon notice to customer, to revoke the capacity for that property parcel from customer back to Tennessee Wastewater Systems, Inc. Once capacity is revoked there will be a tap fee assessed against the property to re-establish services.

**NOTICE OF SALE**

To ensure the proper billing of wastewater fees, it is the responsibility of each property owner to notify Tennessee Wastewater Systems, Inc. whenever the property is sold and billing changes.

**BUSINESS HOURS:**

Monday through Friday, 7:30AM to 4:30PM  
CST Except Holidays





EXHIBIT "IV"

*This letter  
Sent Certified  
Mail - Did not  
Sign for it*

851 Aviation Parkway  
Smyrna, TN 37167

06/30/2021

RONALD MCCABE  
[REDACTED]

Service Address: 1811 STARR STREET  
Account No: 13195-0  
CID: 9307

Dear RONALD MCCABE:

Tennessee Wastewater Systems, Inc. is your sewer service provider. The current balance on your account is \$158.62 which is due on 07/15/2021. Partial payment may not prevent your service from being disconnected.

**Due to the delinquency of your account, your home is subject to disconnection from the sewer system on 07/16/2021 if payment is not received. In order to avoid this disconnection, it is very important that you visit [tennesseewastewater.com](http://tennesseewastewater.com) to pay your past due amount or call 888-267-9923 to pay by phone. If disconnection occurs, additional fees for disconnection and reconnection will then apply.**

If your service is disconnected, any household waste backing up into your home or running out in your yard will not be acceptable, as this creates a public health and safety hazard. It is imperative that you take care of this bill immediately. Please contact us should you have any questions.

Respectfully,

TENNESSEE WASTEWATER

Customer Service Division  
615-220-7200





## SEWER SUBSCRIPTION CONTRACT

DATE: FEBRUARY 28, 2022

PROPERTY CLOSING DATE: \_\_\_\_\_

Ronald C. McCabe

PRINTED NAME

[REDACTED]

SUBDIVISION

[REDACTED]

ADDRESS OF PROPERTY

[REDACTED]

MAILING ADDRESS

[REDACTED]

TELEPHONE NUMBER

EMAIL ADDRESS

☐ VACANT LOT  
☒ RESIDENCE

110R

LOT #

I hereby make application to Tennessee Wastewater Systems, Inc. ("TWS") for sewer service at the address of property stated above. In consideration of the undertaking on the part of TWS to furnish sewer service, I understand, covenant and agree as follows:

1. I certify that I am the legal owner or occupier of the above referenced property and have the authority to enter into this agreement with TWS for the provision of sewer service.
2. If this property is a vacant lot as checked above, I understand I will be billed a monthly Capacity Reservation Fee to reserve capacity in the sewer treatment system. I agree to pay the monthly Capacity Reservation Fee until such time a residence is built on the lot and the residence is connected to the sewer system and sewer system begins. I understand payment of the monthly Capacity Reservation Fee on a vacant lot is not the same as paying for monthly sewer service to a residence connected to and receiving sewer services.
3. I understand that certain components necessary to the operation of the sewer system have been installed on the above referenced property.
4. I warrant that any connection to and/or subsequent use of the system components on my property shall be in accordance with TWS's Rules, Regulations and Plans ("Rules") filed with the Tennessee Public Utility Commission ("TPUC").
5. I agree that my use of the system components on my property shall conform to the guidelines set forth in the USER MANUAL (Do's and Don'ts for an Effluent Collection System). I understand that should I violate these Rules or abuse or damage the system components, that I will bear the expense to repair and/or replace the components in accordance with TWS's Rules.
6. grant I acknowledge that TWS, its successors, and assigns have a perpetual easement in, over, under, and upon the above referenced property as specified on the property plat filed with the register of deeds. This easement provides TWS the right to operate, maintain, construct, install, and repair all components of the sewer system the property, including but not limited to the Interceptor tank and the Interceptor Pump or Interceptor Gravity Tank systems. I further grant TWS permission to enter upon my property for any reason connected with the provision or removal of sewer service or collection therefore. (a) (b) (c)
7. I understand that I am responsible for the operation and repair of all other plumbing and related structures on the property, including the outfall line to the Interceptor tank, and service line to the sewer connection valve.
8. I authorize TWS to install a cutoff valve on my side of my water meter and grant TWS exclusive right to use such valve in accordance with its Rules and Regulations. I understand the use of this valve does not in any way relieve me of my obligation to pay for water service to the water service provider.
9. I authorize TWS to purchase and install a water meter for purposes of measuring water usage. If a water meter is already installed on the premises, I hereby grant TWS the authority to read the water meter to obtain the water usage data or obtain the water usage records from the water utility servicing this address.
10. I agree to abide by TWS's Rules and Regulations, and the Rates and Fees Schedule as established in its tariff as approved by the Tennessee Public Utility Commission as well as with any amendments to or changes in such rules, regulations, and rates filed with TPUC.
11. I agree to promptly pay for sewer service at the current billing rate as set forth in the Company's tariff as approved by the Tennessee Public Utility Commission. I understand that should I not pay my bill; I will be subject to having my sewer service disconnected in accordance with TWS's cutoff procedures and further understand I will be responsible for the payment of any and all costs associated with collecting any delinquent or unpaid amounts owed on my account, including attorney fees. reasonable and use Sewer Services
12. This Agreement shall remain in effect for as long as I own, reside upon or rent the above referenced property. I agree to provide from TWS notice to TWS at least thirty (30) days in advance of vacating the property and terminating service.
13. This Sewer Subscription and Contract becomes void upon its recording in the Public Land Records of Sevier County, Tennessee.

Inserts above:

(a) for the maintenance of the outside sewer service components located on

(b) on the outside grounds of

(c) the immediate grounds adjacent to the sewer components outside and on

Ronald C. McCabe  
SUBSCRIBER'S SIGNATURE





## SEWER SUBSCRIPTION CONTRACT

DATE: FEBRUARY 28, 2022

PROPERTY CLOSING DATE: \_\_\_\_\_

Ronald C. McCabe

PRINTED NAME

[REDACTED]

SUBDIVISION

[REDACTED]

ADDRESS OF PROPERTY

[REDACTED]

MAILING ADDRESS

[REDACTED]

TELEPHONE NUMBER

EMAIL ADDRESS

☐ VACANT LOT  
☒ RESIDENCE

110R

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6. grant I acknowledge that TWS, its successors, and assigns have a perpetual easement in, over, under, and upon the above referenced property as specified on the property plat filed with the register of deeds. This easement provides TWS the right to operate, maintain, construct, install, and repair all components of the sewer system the property, including but not limited to the Interceptor tank and the Interceptor Pump or Interceptor Gravity Tank systems. I further grant TWS permission to enter upon my property for any reason connected with the provision or removal of sewer service or collection therefore. (a) (b) (c)
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Ronald C. McCabe  
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